

IN THE MATTER between **HNT**, Applicant, and **ES**, Respondent;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5  
(the "Act");

AND IN THE MATTER of a hearing before **Jerry Vanhantsaeme**, Rental Officer, regarding  
a rental premises located within the **Town of Fort Smith in the Northwest Territories**;

BETWEEN:

**HNT**

Applicant/Landlord

-and-

**ES**

Respondent/Tenant

**REASONS FOR DECISION**

**Date of the Hearing:**           **October 29, 2025**

**Place of the Hearing:**       **Yellowknife, Northwest Territories**

**Appearances at Hearing:**   **JY, representing the Applicant**  
   **PM, representing the Applicant**  
   **ES, representing the Respondent**

**Date of Decision:**           **October 29, 2025**

### **REASONS FOR DECISION**

An application to a rental officer made by FSHA as the Applicant/Landlord against ES as the Respondent/Tenant was filed by the Rental Office on September 24, 2025. The application was made regarding a residential tenancy agreement for a rental premises located in Fort Smith, Northwest Territories. The filed application was personally served on the Respondent on October 15, 2025.

The Applicant alleged the Respondent accumulated rental arrears, breached obligations of their tenancy agreement, and caused disturbances. An order was sought for arrears, pay future rent on time, comply with their obligations under the tenancy agreement, and to terminate the tenancy agreement and eviction.

A hearing was scheduled for October 29, 2025, by three-way teleconference. JY and PM appeared to represent the Applicant. ES appeared to represent the Respondent. I reserved my decision subject to the Applicant to providing requested documents and to review the evidence and testimony.

#### *Preliminary matter*

In the application, the Applicant is referred to as FSHA. According to the tenancy agreement, FSHA is the agent acting on behalf of the NTHC. The NTHC has rebranded and changed its name to HNT. As a result, the style of cause has been amended to reference HNT as the Applicant.

#### *Tenancy agreement*

Evidence presented established a month-to-month tenancy agreement for subsidized housing starting June 1, 2018. The tenancy agreement was signed by all parties. I am satisfied a valid tenancy agreement is in place in accordance with the Act.

#### *Previous orders*

Rental Officer Order #15415, dated April 27, 2017, required the Respondent and another person to pay future rent on time.

Rental Officer Order #15809, dated March 6, 2018, required the Respondent and another person to pay future rent on time, and for the tenancy to be terminated on August 31, 2018, unless the rents for March to August were paid on time.

Rental Officer Order #17767, dated November 22, 2022, required the Respondent to pay future rent on time.

From this point forward the Applicant will be known as the Landlord and the Respondent as the Tenant.

#### *Rental arrears*

Subsection 41(1) of the Act requires a Tenant to pay rent to the Landlord in accordance with the terms set out in the tenancy agreement.

The Landlord claimed the Tenant failed to pay rent on time and in full, resulting in the accumulation of arrears. The Landlord's representative testified the Tenant did not always make their rent payment in full as required by the tenancy agreement. To support the claim, entered into evidence was a lease balance statement, associated notes, and one arrears notice.

The lease balance statement entered into evidence represents the Landlord's accounting of the calculated monthly rents and payments received against the Tenant's rent account. At the time of the application the monthly rent charge was \$1,295.00 and the arrears balance was \$12,287.00, which equated to more than 11 months of unpaid rent.

In response to the claim, the Tenant testified they did not know rent was based on income earned in the previous year. They felt the rent calculation was unfair. The Tenant also stated they had personal issues to deal with and because of this their pay fluctuated, making it hard to maintain payments. The Tenant expressed concern about working overtime to address the rent, as this would increase their income and affect their future rent calculations.

Upon request of the Rental Officer, the Landlord explained how rent was calculated and should the Tenant have issues, they could provide documents to determine if the rent charges could be recalculated. The Tenant acknowledged they would work with the Landlord on having the rent recalculated.

The Rental Officer questioned and the Landlord confirmed the last time the Tenant had a zero or positive balance on the rent account was April 28, 2023. This was supported by a requested statement of the rent account. The updated statement also confirmed the Tenant had continued to underpay the rent and the arrears had increased to \$13,182.00.

I am satisfied the lease balance statement accurately reflects the Tenant's rent account. I find the Tenant repeatedly failed to pay rent in full when due and accumulated rental arrears in the amount of \$13,182.00.

#### *Additional obligations*

Subsection 45(1) of the Act, states when a tenant undertakes additional obligations under a tenancy agreement, they must comply with those obligations and with the rules of the landlord that are reasonable in all circumstances.

### Utilities

Section 8 of the tenancy agreement states the Tenant shall pay for all utilities provided to the premises. So long as the tenant is not breach of the terms of the tenancy agreement, the landlord may assist the tenant with utilities.

The Landlord entered into evidence disconnection notices issued to the Tenant on May 27, 2025, and August 26, 2025, regarding non-payment of the electricity account.

In response to the claim, the Tenant stated an assistance provider missed payments towards the utility account for a period of time, once this was discovered, they worked to have the missing payments addressed. They noted they are actively monitoring the utility account to ensure payments are continued.

The Rental Officer explained the importance of maintaining the utility account to ensure the rental premises are protected from being disconnected, which could not only endanger the Tenant, but their family and the rental premises itself.

I am satisfied the Tenant is actively working to ensure the utility account is paid.

### Cleanliness

Subsection 45(2) of the Act requires the Tenant to maintain the ordinary cleanliness of the rental premises. Subsection 12(a) of the tenancy agreement states the Tenant is responsible to maintain the rental premises in an ordinary state of cleanliness.

Entered into evidence was a June 3, 2025 letter to the Tenant regarding the state of the yard at the rental premises and requirement to keep the yard clean and maintain the lawn. The letter referred to section 12(a) of the tenancy agreement and sections of the house rules.

The Tenant stated they try to maintain the yard as best as they can, and cut the lawn when able to get use of a lawn mower.

The Rental Officer questioned the references to the house rules referenced in the letter. It was noted the house rules were not included in the application package. The Landlord confirmed there were no house rules in the Tenant's file. They noted the house rules were not in place at the time the tenancy was started.

The Tenant acknowledged they do not always keep the yard as clean as possible, they do take steps to address the yard care when possible.

### *Disturbances and illegal activities*

Section 43 of the *Act* states: “a tenant shall not disturb the landlord’s or other tenants’ possession or enjoyment of the rental premises or residential complex. Subsection 12(c) of the written tenancy agreement refers to the Tenants’ obligation to ensure they or their guests do not disturb the landlord and other tenants’ possession or enjoyment of the rental premises or residential complex.

Subsection 46(1) of the *Act* states: “a tenant shall not commit an illegal act or carry on an illegal trade, business or occupation or permit another person to do so, in the rental premises or in the residential complex.” Section 20 of the written tenancy refers to the tenant or occupants not to participate in or carry out any illegal activities in the rental premises or residential complex. If illegal activities takes place, there will be grounds for termination of the tenancy agreement.

The Landlord testified they were advised the Tenant was allowing illegal activities to occur at the rental premises. The Landlord pointed to two dates in their associated notes. To support the claim were the associated notes.

In response to the claim, the Tenant stated they are not involved in illegal activities. The Tenant also stated they were informed by a person of rumours of illegal activities at the rental premises, and immediately brought the issue forward to the Landlord. The Tenant also stated there are people carrying out illegal activities in the area. When they carry out their activities, they will park anywhere, conduct their business and leave. This did not mean if a person parked in their driveway without authorization, the Tenant was involved in the illegal activities.

The Rental Officer questioned and the Landlord’s representative confirmed there was no indication the Tenant was told of the disturbances or illegal activities.

I am not satisfied there is sufficient evidence to determine the Tenant has caused disturbances or carried out illegal activities at the rental premises. The claim for disturbance and illegal activities is **denied**.

#### *Termination of the tenancy agreement and eviction*

Based on the evidence and testimony, the Tenant has shown a history of not maintaining their rent account. I am satisfied the Landlord’s request for termination of the tenancy agreement and eviction to be justified. However, as the Tenant committed to taking steps in reducing the arrears through reassessment, and the fact the Landlord requested the Tenant pay future rent on time, a conditional order for termination and eviction will be issued.

### *Orders*

An order will be issued:

- requiring the Tenant pay to the Landlord rental arrears in the amount of \$13,182.00 (p. 41(4)(a));
- requiring the Tenant to pay future rent on time (p. 41(4)(b));
- requiring the Tenant to comply with their obligation to maintain the electricity account in accordance to section 8 of the tenancy agreement (p. 45(4)(a));
- requiring the Tenant to comply with their obligation to maintain the rental premises in an ordinary state of cleanliness and not breach that obligation again (p. 45(4)(a), p 45(4)(b));
- terminating the tenancy agreement between the parties on January 31, 2026, unless at least \$1,000.00 is paid towards the arrears and the monthly rents for November 2025, December 2025 and January 2026 are paid in full (p. 41(4)(c), ss. 83(2)).
- evicting the Tenant from the rental premises on February 1, 2026, should the tenancy agreement between the parties be terminated.

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Jerry Vanhantsaeme  
Rental Officer